

2010
WASHINGTON COUNTY
COOPERATIVE WEED MANAGEMENT AREA
Memorandum of Understanding

Between
WASHINGTON COUNTY, UTAH
and
USDA-FOREST SERVICE, DIXIE NATIONAL FOREST
and
USDA-FOREST SERVICE, KAIBAB NATIONAL FOREST
and
USDI-BUREAU OF LAND MANAGEMENT, CEDAR CITY FIELD OFFICE
and
USDI-BUREAU OF LAND MANAGEMENT, GRAND STAIRCASE-ESCALANTE NATIONAL MONUMENT
and
USDI-BUREAU OF LAND MANAGEMENT, KANAB FIELD OFFICE
and
USDI-BUREAU OF LAND MANAGEMENT, ST. GEORGE FIELD OFFICE
and
USDI-NATIONAL PARK SERVICE, GRAND CANYON NATIONAL PARK
and
USDI-NATIONAL PARK SERVICE, ZION NATIONAL PARK
and
UTAH STATE INSTITUTIONAL TRUST LANDS ADMINISTRATION,
ST. GEORGE OFFICE
and
UTAH STATE UNIVERSITY COOPERATIVE EXTENSION SERVICE
and
UTAH DIVISION OF WILDLIFE RESOURCES, CEDAR CITY OFFICE
and
UTAH DEPARTMENT OF TRANSPORTATION, CEDAR CITY
and
SNOW CANYON STATE PARK, UTAH
and
FREDONIA NATURAL RESOURCE CONSERVATION DISTRICT
and
LITTLEFIELD-HURRICANE VALLEY NATURAL RESOURCE CONSERVATION DISTRICT
and
KAIBAB BAND OF PAIUTE INDIANS
and
UNIVERSITY OF ARIZONA COOPERATIVE EXTENSION SERVICE
and
UTAH ASSOCIATION OF CONSERVATION DISTRICTS - DIXIE CONSERVATION DISTRICT
and
WASHINGTON COUNTY HABITAT CONSERVATION PLAN (HCP)
and
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
and

TOWN OF APPLE VALLEY, UTAH
and
TOWN OF ENTERPRISE, UTAH
and
TOWN OF HILDALE, UTAH
and
CITY OF HURRICANE, UTAH
and
CITY OF IVINS, UTAH
and
CITY OF LAVERKIN, UTAH
and
TOWN OF LEEDS, UTAH
and
TOWN OF NEW HARMONY, UTAH
and
TOWN OF ROCKVILLE, UTAH
and
CITY OF SANTA CLARA, UTAH
and
TOWN OF SPRINGDALE, UTAH
and
CITY OF ST. GEORGE, UTAH
and
TOWN OF TOQUERVILLE, UTAH
and
TOWN OF VIRGIN, UTAH
and
CITY OF WASHINGTON, UTAH

This Memorandum of Understanding is made and entered into by and between Washington County and the above named Agencies, hereinafter referred to, together with all subsequent Parties to this Agreement, as the "Parties". It is made under the authority of the Carlson-Foley Act of 1968, Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148), the Granger-Thye Act of April 24, 1950, the Federal Noxious Weed Act of 1974 (PL 93-629), Federal Land Policy and Management Act of October 21, 1976, the Utah Noxious Weed Act, Title 4, Chapter 17, Utah Code Ann; the Invasive Species Executive Order of February 3, 1999, and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323 (a).

PURPOSE:

The above named Agencies and Cooperators have noxious weed control responsibilities and interests on adjacent and co-mingled lands in the Washington County Cooperative Weed Management Area (Washington County CWMA) through the listed authorities. Each of the Parties have or have access to financial resources for the management of noxious weeds, and/or maintains equipment and personnel for the purpose of controlling noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affect the ability of other land managers to control weeds on lands they administer. The

Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the Washington County CWMA that includes public relations, education and training in the noxious weed arena, as well as coordination of weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate a Steering Committee to implement activities in accordance with this agreement, scheduled meetings, and resulting operating plans. It would also provide a communication forum to keep all Parties informed of weed control concerns and activities, and/or other resource protection activities relative to integrated weed management. The Federal Agencies involved have been directed by Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement Authority of FY 1999 and beyond, Section 323 (a) to complete and implement cooperative agreements with State agencies and other partners.

MUTUAL BENEFIT: This Agreement will provide an efficient means of handling, controlling, and communicating about noxious weed management in the geographic area covered by this Agreement. The sharing of knowledge, and in some cases resources, will achieve better control of weeds while improving working relationships with the partners and members of the public served by each.

DEFINITIONS:

Annual Operating Plan - The yearly plan prepared by the Steering Committee and adopted by the Board that identifies activities, projects, and responsible Parties. The annual operating plan will also contain the financial plan for the year.

Board - The Board shall consist of the signatories of each cooperating entity of this Agreement or their representative, and at least two members picked by the Board who have agricultural knowledge or background that represent the public at large. The Board provides oversight and direction for the Steering Committee.

Cooperator - Agencies, private individuals, or organizations that have interests in the Washington County CWMA. These Cooperators may be signatories of this Agreement or Sustaining Partners.

Financial Entity - The Color Country Resource Conservation and Development Council will serve as the fund manager of all funds received by the Washington County CWMA.

Financial Plan - A table identifying projects with estimated costs and sources of funding.

Steering Committee - The Board shall select the Steering Committee which shall represent the Board and consist of those persons with expertise or interest in integrated noxious weed management. The Steering Committee shall operate as a steering group and will be responsible for the daily activities of the Washington County CWMA including; but not limited to, planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

Sustaining Partners - Private individuals or organizations that have interests in the Washington County CWMA. These partners, although not signatories of this Agreement, may provide significant additional resources to integrated weed management in the Washington County

CWMA, and include, but are not limited to such entities as the Natural Resource Conservation Service, USU Extension, Color Country Resource Conservation and Development Council, local Soil Conservation Districts, Utah Department of Agriculture, private landowners, and incorporated towns and cities in Washington County, Utah. Partners may serve on the Board if selected by the Board.

Washington County Cooperative Weed Management Agreement Area - (Washington County CWMA) The Cooperative Weed Management Area is the geographic area generally contained within Washington County, Utah.

Working Committee - A group of individuals selected by the Board to work on specified projects. The Chair of each Working Committee shall be a member of the Steering Committee with members recruited by the Board as needed. Each Chair will report to the Steering Committee and the Board.

ITEMS OF AGREEMENT:

1. A Board will be established, consisting of a representative from each signing party; Sustaining Partners, selected by the Board; and two at-large members, selected by the Board, to provide the Washington County Cooperative Weed Management Area (Washington County CWMA) direction and oversight, and to monitor the cooperative noxious weed management activities under this Agreement.
2. The Board shall meet not less than annually, and may meet more, if necessary, to approve annual operating plans and reports of accomplishment.
3. The Board shall designate representatives to the Steering Committee for the purpose of conducting business of the Washington County CWMA.
4. Each entity on the Board retains discretionary prerogative for areas under their individual authority.
5. The Washington County CWMA Steering Committee will:
 - a) Develop a Washington County CWMA Noxious Weed Strategic Plan
 - b) Develop a Washington County CWMA Annual Operating Plan
 - c) Render decisions and guide Washington County CWMA activities consistent with this Agreement, the Strategic Plan, and Board requirements
 - d) Meet no less than quarterly, and may meet more if necessary, to implement Washington County CWMA activities
 - e) Provide an annual written report of project accomplishments to the Board
 - f) Be comprised of a Chair and a Vice-Chair and general members as determined by the Board
 - g) Require written approval for Washington County CWMA expenditures from two (2) Steering Committee members which will include at least the Chair and/or Vice-Chair
6. It is recognized that each Cooperator has primary responsibility for its own governing body and lands under its jurisdiction. Each Cooperator may provide resources to each other as authorized by the Cooperator. It is agreed to provide resources to each other as legal authorities may permit. It is also agreed that Agency rules for treatment will be

followed by any Cooperator on Agency's lands. This includes applicators having the required Certification to apply any chemicals on public lands and National Forest lands.

7. LIMITATIONS OF LIABILITY. The Agencies and Cooperators named in this Agreement shall remain solely responsible and liable for their own acts of negligence, malfeasance, tortfeasance, or other wrongful acts committed by them. Moreover, said Parties agree to fully indemnify and defend one another from any and all claims brought pursuant to their own such acts.
8. MODIFICATION. Modifications of this Agreement, except adding additional Parties, shall be made in writing and shall be signed and dated by all the Parties.
9. TERMINATION. Any Party, by thirty (30) days prior written notification to the Board, may terminate their involvement in this Agreement. The Party terminating the Agreement shall be liable for all pro-rata expenses incurred by the Washington County CWMA to the date of termination.
10. The Board cannot obligate any Cooperator to expend or provide funds beyond the Cooperators appropriated or budgeted amount for the Washington County CWMA.
11. COMPLETION DATE. This Agreement is executed as of the date of the last signature (unless a Party declines to join), and unless sooner terminated, is effective for (50) fifty years. The original 1998 Washington County CWMA will remain in effect until this Agreement becomes effective (see attached copy).
12. Any exchange or use of equipment, other than when accompanied by a representative of the Cooperator owning this equipment, will be documented with existing damages noted in the documentation. The using Cooperator will assume repair responsibilities only for damages caused by negligence, and is not responsible for items of normal wear and tear.
13. Injuries to employees who perform work under the terms of this Agreement shall be covered for said injury by the employee's Agency and shall not be governed by where the injury occurred.
14. All signing Parties will be responsible and accountable for their own funds, equipment, and personnel, except as noted above in #12.
15. Parties that have like purposes in providing efficient means of handling, controlling, and communicating about noxious weed management in the geographic area covered in this Agreement, and who wish to share knowledge and/or resources with the other Parties in this Agreement, may become a party by notifying the Board of its intent to join, and by signing the Agreement.
16. BILLING AND PAYMENT PROVISIONS. Payment and billing arrangements shall be made by Cooperating Agencies.
17. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

18. LEGAL AUTHORITY. All Parties signing this Agreement have the legal authority to enter into this agreement.
19. TAXPAYER IDENTIFICATION NUMBER. The Cooperators shall furnish their tax identification number upon execution of this Agreement.
20. ALTERNATE DISPUTE RESOLUTIONS. In the event of any issue of controversy under this Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to mediation, non-binding or binding arbitration, and fact finding.
21. ENDORSEMENT. Any Cooperator contribution made under this Agreement does not by direct reference or implication convey Forest Service or other Agency or Cooperator endorsement of the cooperator's products or activities.
22. COUNTERPART SIGNING. This Agreement may be signed in counterparts.

IN WITNESS THEREOF, The Parties hereto have executed this Agreement as of the last date written below:

Washington County

Date: _____

By: _____
James J. Eardley
Chair - Washington County Commission

ATTEST:

(Seal)

USDA - Dixie National Forest

Date: _____

By: _____
Bevan Killpack
District Ranger - Pine Valley District

USDA - Kaibab National Forest

Date: _____

By: _____
Tim Short
District Ranger - North Kaibab District

USDA - Bureau of Land Management

Date: _____

By: _____
Wayne Wetzel (acting)
Cedar City Field Manager

USDA - Bureau of Land Management
Grand Staircase - Escalante National Monument

Date: _____

By: _____
Rene Berkhout
Monument Manager

USDA - Bureau of Land Management

Date: _____

By: _____
Harry Barber
Kanab Field Manager

USDA - Bureau of Land Management

Date: _____

By: _____
Jimmy Tyree
St. George Field Manager

USDI - National Park Service
Grand Canyon National Park

Date: _____

By: _____
Lori J. Makarick
Vegetation Program Manager

USDA - National Park Service
Zion National Park

Date: _____

By: _____
Jock Whitworth
Park Superintendent

Utah SITLA

Date: _____

By: _____
Ron Torgerson
Area Supervisor, St. George Office

Utah State University
Cooperative Extension Service

Date: _____

By: _____
Rick Heflebower
County Director

Utah Division of Wildlife Resources

Date: _____

By: _____
Rick Fridell
Washington County Field Office

Utah Department of Transportation

Date: _____

By: _____
Grant Bagley
Cedar City Office

Snow Canyon State Park

Date: _____

By: _____
Kristen Comella
Park Manager

Fredonia Natural Resource Conservation District

Date: _____

By: _____
Danny Bullets
Supervisor

Littlefield - Hurricane Valley
Natural Resource Conservation District

Date: _____

By: _____
Ed Bundy
Supervisor

Kaibab Band of Paiute Indians

Date: _____

By: _____
Timothy Rogers
Chairperson

University of Arizona
Cooperative Extension Service

Date: _____

By: _____
Rob Grumbles
Mohave County

Utah Association of Conservation Districts
Dixie Conservation District

Date: _____

By: _____
Stuart Bowler
Chairperson

Washington County HCP
(Habitat Conservation Plan)

Date: _____

By: _____
Bob Sandberg
Administrator

Washington County Water
Conservancy District

Date: _____

By: _____
Ron Thompson
General Manager

Town of Apple Valley

Date: _____

By: _____
Rick Moser
Mayor

ATTEST:

(Seal)

Town of Enterprise

Date: _____

By: _____
Lee Bracken
Mayor

ATTEST:

(Seal)

Town of Hildale

Date: _____

ATTEST:

(Seal)

By: _____
David Zitting
Mayor

City of Hurricane

Date: _____

ATTEST:

(Seal)

By: _____
Tom Hirschi
Mayor

City of Ivins

Date: _____

ATTEST:

By: _____
Chris Hart
Mayor

(Seal)

City of LaVerkin

Date: _____

ATTEST:

(Seal)

By: _____

Karl Wilson
Mayor

Town of Leeds

Date: _____

ATTEST:

(Seal)

By: _____

Hyrum Lefler
Mayor

Town of New Harmony

Date: _____

ATTEST:

By: _____

Joel Webster
Mayor

(Seal)

Town of Rockville

Date: _____

ATTEST:

(Seal)

By: _____

Allen Brown
Mayor

City of Santa Clara

Date: _____

ATTEST:

(Seal)

By: _____

Rick Rosenberg
Mayor

Town of Springdale

Date: _____

ATTEST:

By: _____

Pat Cluff
Mayor

(Seal)

City of St. George

Date: _____

ATTEST:

(Seal)

By: _____

Daniel McArthur
Mayor

Town of Toquerville

Date: _____

ATTEST:

(Seal)

By: _____

Darrin LeFevre
Mayor

Town of Virgin

Date: _____

ATTEST:

By: _____

John Grow
Mayor

(Seal)

City of Washington

Date: _____

ATTEST:

By: _____
Ken Neilson
Mayor

(Seal)